

Contract no. 1543

7

*EXHIBIT
...
...*

AGREEMENT
BETWEEN THE
IRVINGTON BOARD
OF EDUCATION
AND
THE IRVINGTON
EDUCATION ASSOCIATION
MAINTENANCE

1991-92 - 1992-93

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PREAMBLE

This agreement entered into this 25th day of June, 1992, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF IRVINGTON, NEW JERSEY, hereinafter called the "Board" and the IRVINGTON EDUCATION ASSOCIATION, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties, through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement:

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the Board and the Association agree:

ARTICLE I

RECOGNITION CLAUSE

The Board of Education of the Township of Irvington hereby recognizes the Irvington Maintenance Employees Association as the exclusive bargaining representative, as defined in Chapter 123, Public Laws of 1974, for all Maintenance employees and truck driver/maintenance helpers employed in the Maintenance Department exclusive of the Supervisor of Building & Grounds; Assistant/Supervisor of Buildings & Grounds; Secretary for the Department of Maintenance, and maintenance employees employed in the Department of Transportation.

- (a) The term "employee," when used hereinafter in this agreement, shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as heretofore defined.
- (b) The term "Board" shall include its officers and agents.

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to the New Jersey Employer-Employee Relations Act, Chapter 123, Laws of 1974, for the duration of this agreement.

ARTICLE II

NEGOTIATION PROCEDURE

1. This agreement incorporates the entire understanding of the parties on all issues which were, or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
2. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach an agreement on all matters concerning the terms and conditions of maintenance employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members of the negotiating unit as set forth in Article I herein, and shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

ARTICLE III

BOARD'S RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the citizens of the Township of Irvington, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right;

- (a) To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- (b) To hire all employees and subject to the provisions of Law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- (c) To determine assignment to schools or any other building under the control of the Board; to determine hours of work, duties, responsibilities and all other terms and conditions of

employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A, School Laws of New Jersey, or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV

WORK SCHEDULE

- (a) The regular work week shall consist of eight (8) hours per day plus one-half hour for lunch.
- (b) The schedule of hours shall be fixed by the Supervisor of Buildings & Grounds and approved by the Board Business Administrator.
- (c) Compensation for overtime work in excess of eight (8) hours per day, or 40 hours per week, shall be paid at the rate of one and one-half times the employee's hourly rate.
- (d) Compensation for work performed on a Saturday shall be paid at one and one-half times the employee's hourly rate.
- (e) Employees shall be paid double time and one-half their hourly rate for all work performed on Sunday.

ARTICLE V

CONDITIONS OF EMPLOYMENT

1. All employees who are employed in the Irvington School System shall, at all times, be courteous and respectful to all persons with whom they come in contact. The said employees shall report for duty promptly on the scheduled hour to which

they are assigned and they shall be in a fit condition to perform their assigned duties. The use of loud or profane language is expressly prohibited.

2. The Board of Education controls the employment relationships within legal limitations and has the power to control the employees and their duties, to assign and reassign them within the framework of said duties.
3. Criticism of employees: Any criticism by a supervisor, administrator or Board member concerning the work performance of a maintenance unit employee shall not be made in the presence of public, students, parents, other employees and at public gatherings unless circumstances otherwise warrant.

ARTICLE VI

SICK LEAVE

1. Sick leave, as used in this rule, is defined to mean absence from the employee's post of duty, of any such employee because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his/her immediate household.

All the employees covered under the terms and conditions of this agreement, who are steadily employed, shall be allowed sick leave days, with full pay, at their regular rate, on the basis of 12 days a year for 12 month employees. Prorated for employees as contracted.

If an employee requires in any calendar year less than the allowed days for sick leave, all days not utilized that year, shall be accumulated to be used for sick leave as needed, in subsequent year/s, provided the employee is still employed. In case of sick leave claimed, the Board of Education may require a physician's certificate which shall be filed with the Secretary of the Board of Education.

In the event of sick leave claimed, a written statement from the employee, because of absence due to personal illness or quarantine, must be filed with the Secretary of the Board, within five (5) school days from the last day of absence. In any event, a physician's certificate for four (4) or more consecutive school days of absence due to personal illness or quarantine must be filed with the Secretary of the Board within five (5) school days from the last day of absence. The

statement shall be filed through the Supervisor's office, where applicable.

TERMINAL PAY ON BASIS OF SICK LEAVE

2. Any employee with fifteen (15) years or more of total service with the Irvington Board of Education, may, upon voluntary separation from the district, receive the following compensation:
 - (a) \$60.00 per day of accumulated sick days up to a maximum of 120 days.
 - (b) Any employee with twenty (20) years or more of total service with the Irvington Board of Education, may, upon voluntary separation from the district, receive the following compensation:

\$70.00 per day of accumulated sick days up to a maximum of 125 days.
 - (c) Any employee with twenty-five (25) years or more of total service with the Irvington Board of Education, may, upon voluntary separation from the district, receive the following compensation:

\$80.00 per day of accumulated sick days up to a maximum of 150 days.
- Terminal pay on basis of sick leave shall only be paid once for each employee.

NOTIFICATION OF SICK DAYS

3. The Board agrees to report to each employee their accumulated, unused sick time, each year prior to October 1st.

ARTICLE VII

GRIEVANCE PROCEDURE

DEFINITIONS

The term "grievance" means a complaint by any employee or group of employees that, as to them, there has been an inequitable, improper or unjust application, interpretation, or violation of this agreement.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable to the following instances:

- (a) The failure or refusal of the Board to renew a contract of a probationary employee;
- (b) In matters where a method of review is prescribed by law, or by any rule, regulation, or by-law of the State Commissioner of Education, or the State Board of Education;
- (c) In matters where the Board is without authority to act;
- (d) In matters involving the sole and unlimited discretion of the Board;
- (e) In matters where the discretion of Board may not be unlimited, by where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "employee" shall mean any regularly employed individual who is a member of the negotiation unit as set forth in Article I herein.

The term "representative" shall include any organization, agency or person authorized or designated by any employee, or any group of employees, or by the Association, or by the Board, to act on its or their behalf and to represent it, or them.

The term "immediate" supervisor shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved employee, his immediate supervisor, or any staff member below the Business Administrator who may be affected by the determination of the Business Administrator in connection with procedure herein established.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after said employee would reasonably be expected to know of its occurrence. Failure to act within the said thirty (30) days, shall be deemed to constitute an abandonment of the grievance.

2. An employee processing of a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have

the right to present their own appeal, or to designate an Association representative to appear at any step in their appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss the grievance orally with the immediate superior, or Supervisor of Building & Grounds. A decision shall be rendered within five (5) school days of said hearing. The said immediate superior shall make a record of the time and date of this discussion and copy delivered to the grievant.

6. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in Paragraph 5 above, the employee shall submit his written grievance to the Business Administrator,

- (a) The nature of the grievance;
- (b) The results of the previous discussion;
- (c) The basis of his dissatisfaction with the determination;
- (d) The specific contract violation alleged;
- (e) The specific remedy sought.

7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the Supervisor of Buildings & Grounds and to the immediate superior of the aggrieved employee.

8. Within ten (10) school days from the receipt of the written grievance, (unless a different period is mutually agreed upon), the Business Administrator shall hold a hearing, at which time all parties in interest shall have the right to be heard.

9. Within ten (10) school days of said hearing, (unless a different period is mutually agreed upon), the Business Administrator shall, in writing, advise the employee and their representative, if there be one, of his determination and shall forward a copy of said determination to the Supervisor of Buildings & Grounds and to the aggrieved employee.

10. In the event of the failure of the Business Administrator to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within (10) days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the applicant:

- (a) the writing set forth in Paragraph 6 and 9, and a further statement in writing, setting for the applicant's dissatisfaction with the Business Administrator's action. A copy of said statement shall be furnished to the Business Administrator and to the adverse party.

12. If the appellant, in an appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply, thereto.

13. The Board shall make a determination within (30) school days from the receipt of the grievance and shall, in writing, notify the employee, his representative, if there be one, and the Business Administrator of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Board, they shall have the right to request arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under provisions of Chapter 123, Laws of 1974.

A request for arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period with which to assert such a demand. In the event of arbitration, the costs of same shall be shared by the parties and each of the parties shall bear their own costs.

The decision of the arbitrator shall be binding on both parties.

IRVINGTON EDUCATION ASSOCIATION

Salary Guides
1991-92 and 1992-93

Maintenance

| <u>STEP</u> | <u>1991 - 1992</u> | <u>1992 - 1993</u> |
|-------------|--------------------|--------------------|
| 1 | \$23,575 | \$24,750 |
| 2 | \$24,300 | \$25,400 |
| 3 | \$24,900 | \$26,275 |
| 4 | \$25,650 | \$27,000 |
| 5 | \$26,725 | \$27,875 |
| 6 | \$28,150 | \$28,800 |
| 7 | \$29,425 | \$30,625 |
| 8 | \$30,900 | \$32,000 |
| 9 | \$33,875 | \$35,335 |

1991-92 Longevity \$ 750 - 10 years service in District
1992-93 Longevity \$1000 - 10 years service in District

- Add \$1,300 for Lead Person
- Add \$600 for Black Seal License (when required)

IRVINGTON
SALARY GUIDE
TRUCK DRIVER - MAINTENANCE HELPER

| <u>1991-92</u> | <u>1992-93</u> |
|----------------|----------------|
| \$20,280 | \$21,100 |
| \$20,800 | \$21,630 |
| \$21,580 | \$22,450 |
| \$22,325 | \$23,220 |
| \$23,140 | \$24,000 |
| \$23,920 | \$24,875 |
| \$24,700 | \$25,690 |
| \$25,480 | \$26,500 |
| \$26,260 | \$27,310 |

ARTICLE IX
FRINGE BENEFITS

1. The Board of Education agrees to furnish uniforms to all Maintenance employees herein mentioned. Cost of said uniforms is to be paid by the Board of Education (substitutions by agreement only).

(a) Each employee shall receive:

4 pairs of pants and 4 winter shirts.
3 tee shirts for summer work.

(b) In alternate school years, commencing July 1, 1989, all employees shall receive a bomber style jacket. In the year when the bomber style jacket is issued, the employees shall receive:

3 pairs of pants and 3 work shirts.

It is specifically understood that the Board of Education reserves the right to select the uniforms and colors of same, and it is further agreed that the employees must wear their uniforms during work hours as a condition of employment. The rules, regulations and benefits in existence, shall apply during the duration of this Agreement.

2. All employees covered under the terms of this Agreement shall be entitled to two (2) pairs of safety shoes per school year under the following terms and conditions:

(a) Following pre-approval from the immediate supervisor, the employee shall be entitled to a maximum of \$110.00 per year for a maximum of two (2) pairs of work shoes. If the reimbursement for the first pair exceeds \$55.00, only the balance to \$110.00 shall be applied to the second pair, should they be required.

(b) Any employee who accepts the aforementioned payment for work shoes shall be required to wear the shoes during work hours as a condition of employment.

PRESCRIPTION GLASSES

All employees covered under the terms and conditions of this agreement, and who require prescription glasses (safety) and an examination, shall be entitled to once every two (2) years, commencing July 1, 1990, the following:

- (a) Following pre-approval from their immediate supervisor, the employee may be examined and purchase prescription glasses and submit the receipt to the Board of Education and shall receive a maximum credit reimbursement not to exceed \$110.00.
- (b) Any employee who accepts payment for safety glasses shall wear them during hours as a condition of employment.
- (c) Employees requiring prescription safety glasses shall be entitled to one (1) pair and they must replace same, at their own expense, if they are damaged other than during working hours. In the event they are damaged while the employee is actually working for the Board of Education, the Board shall replace the glasses under the provisions of Section 7 (subarticle (a) of this agreement).
- (d) The Board agrees to furnish employees, as required, work-related hand tools to be purchased by the Board of Education and assigned to the employee and replaced when required.

ARTICLE X

ABSENCE DUE TO DEATH IN IMMEDIATE FAMILY

In the case of the death of a spouse or child only, absence without pay deduction for five (5) work days shall be granted. Absence due to death in the immediate family shall be allowed without pay deduction, up to five (5) calendar days. Immediate family means father, mother, parents-in-law, grandparents, grandparents-in-law, brother, sister, and immediate members of the household. Absence due to death of other relatives shall be allowed, without deduction, for one (1) day for each death.

In all instances of leave under this Article, the Board reserves the right to request documentation of the death.

It is necessary that the employee file in these instances, a written statement, with documentation if necessary, giving dates and family relationship with the deceased, with the Secretary of the Board within five (5) school days of absence.

ARTICLE XI

VACATIONS

Prior to May 1st of each calendar year, or as soon thereafter as possible, the designated agent of the Board shall establish the working schedule for the vacation period and consult with the employees.

The designated agent of the Board, in fixing schedules for vacation, will respect the seniority and wishes of the employee as to the time of vacation insofar as the needs of the school system will permit.

All vacations shall be taken in clusters of ten (10) consecutive working days, or more, (providing these days were earned). If an employee has earned an excess of ten (10) vacation days, the balance shall be taken in clusters of five (5) working days or more. However, employees who have more than 15 vacation days, upon approval of the supervisor of buildings and grounds, may reserve a maximum of five (5) single vacation days (providing they were earned) after they have taken their clustered vacation.

Employees shall receive an annual vacation in accordance with the following schedule:

- (a) Employees having worked for the Board for a continuous period of NOT more than one (1) year, as of June 30th of any year, shall receive a vacation, with pay, at the regular rate of one (1) working day for each month of continuous service, exclusive of the first two months of such service.
- (b) Employees having worked for the Board of Education for a continuous period of not more than one (1) year, as of June 30th of any year, shall receive a vacation, with pay, at their regular rate, in accordance with the following schedule:
- (c)

| | | | | |
|----------|---|--------------------|-----|-----------------|
| 1 year | - | less than 5 years | ... | 10 working days |
| 5 years | - | less than 10 years | ... | 15 working days |
| 10 years | - | less than 15 years | ... | 17 working days |
| 15 years | - | less than 25 years | ... | 21 working days |
| 25 years | - | and over | ... | 25 working days |

ARTICLE XII

HOLIDAYS

1. All employees covered under the terms of this agreement shall receive the following holidays off, with pay:

| | |
|-----------------|-------------------------------|
| New Year's Day | Election Day (General) |
| President's Day | Veteran's Day* |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| July 4th | Christmas Day |
| Labor Day | Martin Luther King's Birthday |
| Columbus Day | One NJEA Convention Day |

Should any of the aforementioned holidays fall on a Saturday, there shall be no extra pay or time off; however, should the said holiday fall on a Sunday and be celebrated on the following Monday, the said Monday shall be a day off.

Stipulation: If other bargaining units get off either Yom Kippur or Rosh Hashanah as a paid holiday then the members of the Maintenance Unit shall also receive the day(s) as a paid holiday.

Whenever Veteran's Day falls on an NJEA Convention Day, employees shall receive Veteran's Day and the other NJEA Convention day as holidays.

Employees covered under the terms of this agreement shall not be required to work on the day of New Year's Eve and the day of Christmas Eve, providing that schools are not in session on these days and the employee shall receive their regular pay, for each of the days, in accordance with the terms and conditions of this agreement.

2. PREMIUM PAY FOR HOLIDAY WORK

In the event an employee is required to work on any of the holidays as listed in this agreement, he shall receive double time and one-half of his regular pay for the hours worked. Example: Should an employee be required to work a full eight (8) hour day, he will receive his regular eight (8) hours, plus an additional 12 hours, or a total of 20 hours for the day.

ARTICLE XIII

MISCELLANEOUS

1. DISTRIBUTION OF CONTRACT

Copies of this Agreement shall be reproduced and distributed to each member covered by this Agreement.

2. SICK BANK PLAN

Members of the Maintenance Employees Association shall be allowed to develop an accumulated sick bank plan provided said plan is submitted to the office of the Business Administrator for approval. Revisions in the sick bank plan can be made on July 1st of the school year only.

3. STIPULATION - YOM KIPPUR

During the term of this agreement, it is understood and agreed that if any other non-instructional bargaining unit members receive a day off for the holiday Yom Kippur, members covered under the terms of this agreement shall also receive that day off, with pay, and should they be required to work, the premium pay, as indicated in this agreement, shall apply.

4. THREE DAYS' ABSENCE FOR PERSONAL REASONS, ETC.

Three days' absence of each school year is granted to each employee who has continuously served the Board of Education for at least one (1) year, for personal or business purposes, provided the immediate supervisor approves of this absence three (3) days in advance (other than an approved emergency). Unused personal days will be credited to the employees' accumulated sick days.

5. RELEASE TIME - IEA REPRESENTATIVE

The Board agrees to release a maximum of one IEA building representative one-half hour early per month to attend the IEA meeting.

6. Previous Irvington Board of Education employees who are transferred into the Maintenance Unit and newly hired personnel with related work experience may be granted up to five years salary guide credit.

ARTICLE XIV

INSURANCE PROTECTION PRESCRIPTION PLAN - DENTAL PLAN

The Board agrees to pay 100% of the premium cost of a health plan (Blue Cross-Blue Shield of New Jersey) or equivalent, for all full time employees covered by this agreement and their immediate families (spouse and eligible children), following ninety (90) days of consecutive employment with the Irvington School District. Employees who wish to avail themselves of the aforesaid insurance coverage must make application for coverage to the Board for themselves and for all eligible members of their family who wish to be covered by insurance.

In the event a new employee has no coverage and wishes to make application for health coverage, during their first ninety (90) days of employment, the premium to be paid by the employee shall be at the group rate.

1. PRESCRIPTION PLAN

The Board agrees to provide a co-pay family prescription plan (employee cost \$2.00 per approved prescription) for all full time employees in the employment of the Board of Education, following ninety (90) days of consecutive employment with the Irvington School District.

2. DENTAL PLAN

The Board agrees to pay 100% of the premium cost of a family dental plan in effect (Bollinger Insurance Company) or equivalent, following ninety days of consecutive employment with the Irvington School District.

3. Any employee covered under the terms of this agreement, who retires after twenty-five (25) years of employment with Irvington School District shall be entitled to fully paid benefits (excluding dental). The employee's surviving spouse, if enrolled prior to the employee retirement shall be entitled to health retirement benefits (excluding dental), premium paid 100% by the Board.

Any employee covered under the terms of this agreement, who retires after twenty (20) years of employment with Irvington School District, and has attained age 65 or over at the time of retirement shall be entitled to a fully paid health benefits (excluding dental). The employee's surviving spouse if enrolled prior to the employee retirement shall be entitled to a retirement benefit with the premium paid 100% by the Board.

ARTICLE XV

LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence with full loss of salary, may be granted by the Board for a limited written application containing a statement of the reasons for the leave of absence, has been filed with the Business Administrator and (2) until the Business Administrator has submitted to the Board, a recommendation with respect to the application. The Board will entertain no application for a leave of absence except for ill health or maternity reasons that will bring the total time for absence on leave to more than one (1) school years, within three (3) consecutive school years. For the purpose of this section, the full loss of salary shall be calculated on the basis of 1/200th of the employee's annual salary for 10-month employees, and 1/240th of the employee's annual salary for 12-month employees.

Staff may at their discretion elect to apply their accumulated sick leave during their disability period related to child birth. The normal disability period is 30 calendar days before and 30 calendar days after the birth of the child. The sixty (60) day period of normal disability must be documented by presentation of a physician's certification of the expected date of delivery. Disability time claimed outside the normal period must be supported by additional medical verification, and is subject to challenge in accordance with law.

All leaves of absence without pay shall be granted in accordance with the New Jersey Family Leave Act.

ARTICLE XVI

LEAVES OF ABSENCE

All injuries, no matter how slight, must be reported to the immediate supervisor. The supervisor shall make a written report to the Board Business Administrator.

All absences caused by such on-the-job injury shall be reported. The employee shall advise the Board of any and all amounts of Workers' Compensation awards made for temporary disability. The Board reserves the right to have the employee examined by a physician at reasonable times.

Subject to the reservation by the Board of its legal rights, it is provided that whenever an employee is absent from his/her job as a result of a personal injury caused by an accident arising out

of, and in the course of his/her work, the Board shall pay to the employee, the full salary for the period of absence reduced by the amount of Workers' Compensation benefits received for each day of absence and including Saturdays and Sundays. The salary shall be paid for absence during the waiting period and during the period the employee received, or was eligible to receive temporary Workers' Compensation benefits and the salary shall be paid up to one calendar year without charging same to sick leave.

ARTICLE XVII

ASSOCIATION RIGHTS AND PRIVILEGES

- (a) The Board agrees to furnish to the Association, in response to reasonable requests, from time to time all available information concerning the financial resources of the district, as it relates to this unit, as well as information which may be necessary for the Association to process any grievance or complaint.
- (b) Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they shall suffer no loss in pay.
- (c) The Board and the Association agree that the Association shall have the right to use school buildings at reasonable times for meetings and other Association activities with the provisions of the Board rules and regulations. Said use to be with the approval of the Business Administrator or his designated representative.
- (d) Rights granted under this contract are granted exclusively to the Irvington Education Association (IEA).
- (e) No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE XVIII

SENIORITY AND JOB SECURITY

- (a) School District seniority is defined as service by appointment employees in the School District agreement. An appointed employee shall lose all accumulated School District seniority upon resignation or by discharge for cause, irrespective of

whether the employee is subsequently rehired by the School District.

- (b) In the event of a reduction in force, including reductions caused by the discontinuance of a facility or the relocation, employees shall be laid off in the inverse order of their seniority.
- (c) In the event that a vacancy occurs in the classification of their last appointment, a laid-off employee shall be entitled to recall thereto in the order of their seniority, providing the laid-off employee can perform the requirements of the vacancy.
- (d) Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. It is the employee's responsibility to advise the Board of his/her current mailing address. Within ten (10) calendar days from receipt of such notice of recall, the employee shall notify the supervisor of the department involved, in writing, whether or not they desire to return to the work involved in the recall. If the employee fails to reply or indicates no desire to return to such work, the employee shall forfeit all of their seniority and all rights to recall. Employees shall be given reasonable time to execute termination with other employers.
- (e) Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have their accumulated seniority to date of lay off.

ARTICLE XIX

AGENCY FEE

If a member of the bargaining unit, covered under the terms of this agreement, does not become a member of the Association during the membership year (i.e., July 1st to June 30th), said employee will be subject to the representation fee procedure. The representation fee shall be set at a maximum of 85% of the dues level maintained for full members.

The Irvington Maintenance Employees' Association and the Irvington Board of Education agrees to follow the procedure for the Agency Fee provision as are included in the Teachers' Contract.

It is specifically understood and agreed that the Irvington Education Association and its parent organization (N.J.E.A.) shall

ARTICLE XXI

AGREEMENT BETWEEN:

IRVINGTON BOARD OF EDUCATION

AND

IRVINGTON MAINTENANCE EMPLOYEES' ASSOCIATION

This agreement shall become effective on the 1st day of July, 1991, and shall remain in full force and effect for a period of two (2) years and shall expire on the 30th day of June, 1993.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and have set their hands and seals thereto, executing this agreement by their duly authorized agents this 25th day of June, 1992.

FOR THE ASSOCIATION:

Nancy Gesek
President

FOR THE BOARD:

Donald Silas
Donald Silas, President

~~ATTEST:~~

ATTEST:

Jerome Tanenbaum
Secretary
Chairperson, Negotiation
Committee

John D'Angelo
John D'Angelo, Secretary

